afterwards were transferred to plaintiff bank, a *bona fide* holder. *Held*, they were not sold as the statute required and hence were void at their inception and continued so even in the hands of a *bona fide* holder. *Illinois* v. *Delafield*, 8 Paige, 527; *Village of Ft. Edward* v. *Fish*, 156 N.Y. 363; 50 N. E. 973. The rule in the Federal Courts is different and upon the same state of facts the reverse was held. *Town of Greenburg* v. *International Trust Co.* 36 C. C. A. 471, following *Trust Co.* v. *Mercer Co.* 180 U. S. 593; 18 Sup. Ct. 788.

TRADE-MARKS—PRIOR USE—NAME DESCRIPTIVE OF QUALITY—MEDLAR & HOLMES SHOE CO., ET AL., V. THE DELSARTE MFG. CO. 46 Atl. 1089 (N. J.) —Defendant, who is a maker of wearing apparel, was accustomed to select from manufacturers' stocks, a certain shape of shoe, to which they applied the name "Delsarte," and had done this several years prior to its use by the complainant, to indicate a whole line of shoes manufactured and sold by the latter. *Held*, that defendant, since it had only used the word as descriptive of a particular kind of shoe, selected by it from manufacturers' stocks, and not as a fancy name, is not entitled to use it as a trade-mark for any kind of shoes that it might make or sell.

Generic and descriptive words which denote quality cannot be appropriated exclusively as trade-marks. *Browne on Trade-Marks*, par. 216, says: "The name of a famous person, used merely as a fancy name, may become an exclusive trade-mark," but a name of this character may also become generic and descriptive of quality and therefore invalid as a trade-mark. Also *Thompson* v. *Winchester*, 19 Pick. 214.

The court contends in this case, that since defendant only used the word on one class of shoes, and not on all of those which it sold, it is not entitled to its exclusive use.

TRADE UNION—INJUNCTION—CONSPIRACY AGAINST PERSONS NOT MEMBERS —PLANT, ET AL., V. WOODS, ET AL., 37 N. E. 1011.—The parties in this suit were two labor unions of the same craft and having substantially the same constitution and by-laws. The plaintiff union was composed of workmen who had formerly been members of the defendant union. The defendant union, by threats of strikes and boycotts, tried to induce the members of the plaintiffs to rejoin their union or suffer discharge. *Held*, that an injunction would lie to prevent such action. Holmes, C. J., dissenting.

As to the right of the defendants to build up their own business, even to the injury of their rivals, there can be no doubt. *Manufacturing Co.* v. *Hollis*, 54 Minn. 223; *Macauley* v. *Tierney*, 19 R. I. 255. They had, however, no right to force persons to join with them nor, on the other hand, could they take away from employers the right to employ whom they wished. Such action being clearly contrary to principles of trade competition and personal liberty. *Carew* v. *Rutherford*, 106 Mass. 1; *Vegelahn* v. *Gunter*, 167 Mass. 97.

WATER AND WATER COURSES—ACCRETION AND RELICTION—OWNERSHIP— OCEAN CITY ASSOCIATION V. SHRIVER, 46 Atl. 690 (N. J.)—Plaintiff owned a tract of land bordering on the ocean. This tract was platted with a street running parallel to the sea and about 250 feet from it. In 1884 plaintiff conveyed a lot to defendant's grantor fronting on such street. In 1895 the lot was conveyed to the defendant, by the description in the first deed, at which time the ocean had washed away the street, the water line coming up to the lot. Shortly afterwards the ocean began to recede, and defendant received a grant from the riparian commissioners of a strip of land extending from his lot to high water mark, conditional on his ownership of the lands to which the grant attached. *Held*, that if plaintiff owned the land on the line of high water in